



Neighbors by Ring
Memorandum of Understanding

This agreement is entered into this 7th day of June, 2019 by and between Ring LLC ("Ring") and Denver Police Department ("Agency"), (collectively the "parties") and will provide Agency access to the Neighbors Portal to communicate with users of the Neighbors app ("Ring Neighbors") and encourage community engagement as we work together to make Denver Colorado ("City") neighborhoods safer.

- Neighbors by Ring app ("Neighbors App") is a digital neighborhood watch that both law enforcement and the public may access free of charge by downloading the Neighbors App (iOS and Android).
- The Neighbors App allows users to share and comment on real time crime and safety events in their neighborhood.
- As part of the program, Agency may:
 - Utilize the critical crime and safety events that are posted in the Neighbors App by Ring Neighbors to assist in law enforcement operations and investigations; and
 - Post information relating to critical incidents and other incidents in the app to keep Ring Neighbors informed regarding issues in their neighborhoods.

With an understanding that a robust, active and engaged user community is essential to the immediate, sustained and ongoing success of the program, the parties agree to the following responsibilities:

Ring

- Make the Neighbors App available to City residents free of charge.
- Make the Neighbors Portal available to Agency free of charge, including ongoing support and training for Agency employees.

Agency

- Maintain appropriate access controls for Agency personnel to use the Neighbors Portal.

Press Release

The parties shall agree to a joint press release to be mutually approved by the parties. Neither party may use the other party's name, logo, or likeness in any advertising or press release without prior written approval of the other party. Notwithstanding the foregoing, Ring shall be permitted to provide in-app alerts to Ring Neighbors announcing Agency's participation in the Neighbors App.

Term

Agency's participation in the program shall commence upon Agency's acceptance of these program terms. Either party may terminate Agency's participation in the program at any time by providing 30 days' written notice to the other party; provided that in the case of material breach of this Agreement by the Agency, Ring shall only be required to provide three days' written notice to Agency.

Privacy and Terms of Use

Ring will not provide any customer personal information, including video footage, to Agency without the prior

consent of the owner or properly issued legal process that complies with federal and state law, as applicable. Agency agrees to use the Neighbors Portal only as expressly authorized by Ring and only in connection with bona fide Agency work. Ring's terms of service and privacy notice, as posted on Ring.com, shall apply to all uses of the Neighbors App and, as applicable, the Neighbors Portal.

Compensation

At no point shall either party receive compensation from each other as a result of this program.

Legal Effect of MOU

This MOU is not intended to, nor should it be understood to, affect or extend the legal responsibilities of any of the parties, create or change pre-existing legal obligations, nor to create or extend any legal rights to any person or entity not a party to this MOU. This MOU sets forth the intent of the parties hereto. However, this MOU is not a legally binding document, and is not intended to confer remedies on any party in the event of its breach. All contracts or other written instruments requiring the assent of the City and County of Denver must be subscribed by the Mayor and attested by the City Clerk.

Confidentiality

Unless otherwise required by law, the Parties shall not disclose the terms of this program or any information that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential.

RING LLC

Date: _____

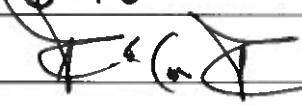
By: _____

Name: _____

Title: _____

Agency

Date: 6-13-19

By: 

Name: PAUL M. PAZEN

Title: CHIEF OF POLICE